



No. NLUM/Estt/TBS/172/2023/ 718

Dated, 14th November, 2023

NLU Meg invites tenders from eligible bidders for running Tuck and Book Shop Services at NLU Meg's Campus Mayurbhanj Complex, Nongthymmai, Shillong 793014, Meghalaya.

Detailed Scope of Work, Documents and other Terms and Conditions are available at www.nlumeg.ac.in

The full set of documents in a sealed envelope as detailed in the tender documents along with a court fee stamp of INR 1000/- must be submitted to the O/o The Registrar, National Law University Meghalaya Mayurbhanj Complex, Nongthymmai, Shillong 793014, Meghalaya. #6909372781, email id- ar.procurement@nlumeg.ac.in, reg@nlumeg.ac.in

Important Dates:

- Last Date of Submission: **30th, November, 2023 At 3:00 PM**
- Sealed Technical Proposals will be opened on: **30th, November, 2023 At 3:30 PM**

Registrar


National Law University

Meghalaya

Registrar
National Law University
Meghalaya



NLU
M E G

NATIONAL LAW UNIVERSITY MEGHALAYA

No. NLUM/Estt/TBS/172/2023/ 717

Dated, 14th, November 2023

**National Law University Meghalaya
Mayurbhanj Complex, Nongthymmai, Shillong 793014,
Meghalaya**

Request for Proposals for Running Tuck and Book Shop Services

National Law University Meghalaya

Place: Shillong, Meghalaya, India

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1. Letter of Invitation


To,

Subject: Invitation to submit Sealed Quotations for Running Tuck and Book Shop Services

Dear Sir/Madam,

- The National Law University of Meghalaya, Shillong-793001, Meghalaya, India invites your most competitive proposal for Running Tuck and Book Shop Services (“Services”) at the campus of the National Law University of Meghalaya.
- More Details on the services are provided in the Scope of Work (Section 2)
- The firm will be selected based on the quality of services proposed (Quality Based Selection) in accordance with the Central Government Procurement Rules and Regulations.
- The firm will have to submit a single sealed package labeled “Submissions of Proposal for Running Tuck and Book Shop Services” containing their technical proposal to the address mentioned below.
- The full set of documents along with a court fee stamp of INR 1000/- must be submitted in a sealed envelope as detailed in the tender documents to the
 - O/o The Registrar, National Law University Meghalaya
Mayurbhanj Complex, Nongthymmai, Shillong 793014, Meghalaya.
+91-6909372781
email id- ar.procurement@nlumcg.ac.in / reg@nlumcg.ac.in

Yours Sincerely,


Registrar
National Law University
Meghalaya

National Law University Meghalaya

2. Scope of Work

- a) The services that NLU Meg is looking for are for running a tuck and book shop services at the NLU Meg's Campus.
- b) NLU Meg will provide the space for setting up the tuck and book shop. Bidders can request for appointments from the O/o The Registrar to understand the space(s) provided for the purpose(s) of the services. The cost of visiting shall be borne by the bidder.
- c) NLU Meg will recover the monthly recoveries from the contracted bidder/service provider where the Bidder/service provider as below:
 - i. **Rent:** Space provided will be provided by the university, however a monthly rent shall be deposited to the university. The cost of rent for the two spaces to be provided by the university will be INR 10,000/- per month, which might be negotiated (increase/decrease) with the university upon contract award and signing subject to the university's decisions and negotiations.
 - ii. **Electricity:** On Paid Basis as per actual consumption or as applicable.
 - iii. **Water:** On Paid basis or as per actual consumption if applicable.
- d) The selected bidder/service provider shall be handed the premises as available in the existing area. The setting up, design, maintenance and upkeep of premises, furniture and fixtures will be the sole responsibility of the bidder/service provider. In case of any loss, theft, burn damage etc. caused to equipment, furniture, fitting & fixture then it shall be replaced at bidder/service provider cost in case the same has been provided by the University.
- e) NLU Meg envisions that the bidder/service provider will provide the services as listed below but may not be limited to:
 - i. **Textbook Sales:** Providing required and recommended textbooks for courses offered at the university. These can include both physical and e-books.
 - ii. **General Book Sales:** Selling a variety of books, including fiction, non-fiction, reference materials, and more.
 - iii. **School Supplies:** Offering a wide selection of stationery, pens, pencils, notebooks, binders, and other essential supplies.
 - iv. **University Merchandise:** Selling university-branded merchandise, such as clothing, mugs, and other promotional items, **the revenue of which should be deposited towards the university. The Bidder will not be responsible for printing or manufacturing of the same but will only be responsible for selling and stocking the said merchandise.**
 - v. **Photocopying and Printing:** Providing photocopying and printing services for the use of university students, visiting people among other's at standard rates.
 - vi. **Technology Products:** Selling IT Accessories viz., USB Drives, Cables, Hard Drives, calculators etc., or renting laptops, tablets, calculators, and other tech accessories at standard rates.
 - vii. **Snacks and Refreshments:** Offering a selection of on-the-go snacks, beverages, and food items for students and faculty. On the go snacks can be described as snacks which are not prepared inside the tuck and book shop since the space provided for the same is not suitable for preparation of food items. They can include snack items such as - Instant Snacks or Packaged Food Items.

- viii. **Returns and Buybacks:** Accepting returns of textbooks and offering buyback services for used books.
 - ix. Setting up of **Self-Vending Machines/KIOSKs** as authorized from brands and other providers e.g, PepsiCo, Coca Cola, Haldirams and or similar items etc.
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- f) Bidders are to prepare a work plan for the services to be provided to the University. The detailed plan to be prepared can include the above scope of work as provided and may also include other details as deemed necessary based on the experiences of the bidders. (See Section Technical Proposal Standard Formats).
 - g) Bidders can recommend personnel based on their assessments of the university campus and scope of work and based on their experiences. The University, however, reserves the right for final say of the requirements of personnel to be involved in the services.
 - h) Proposals shall be valid for 120 calendar days after the proposal submission deadline.
 - i) Engagement of the contracted firm when selected subjected to the terms and conditions and other criteria as laid out in this tender document and the contract to be signed between the University and the Bidder/Service Provider will be for a period of 2 years which may be extended on mutually agreed terms.
 - i. Engagement of the contracted firm will also be subjected to evaluation based on feedback from the users of the facilities in a feedback form which will be approved by the appropriate authorities.

3. Mandatory Criteria and Eligibility

#	Criteria	Documents Required
1	The firm should be a legally registered firm	Copies of registration, PAN, TAN, GST or any other relevant registrations etc. to be enclosed along with the objectives of the firm,
2	<p>The firm must have a minimum of 3 years of experience in areas of running and providing Tuck and Book Shop Services or similar services to public, private or government institutions. However Registered MSMEs/ Budding Entrepreneurs/Agencies which do not meet the minimum 3-year experience can also submit their proposals/bids if their Agencies' objectives and services align to the requested services of the University or if they are willing to provide the requested services. The Selection Committee has the final say in shortlisting the same for further rounds of evaluation with this regard.</p> <p>If the firm is planning to also provide food items, then they should have a valid Trade License and valid Food License for operating/running of Canteen/Cafeteria/ Food Kiosks Services.</p>	<ul style="list-style-type: none"> • Details of assignments undertaken, etc. Relevant contracts or work orders to be enclosed such as Project Description including Scope of Services, contract value, etc; Client references, Project Completion Certificates and any relevant supporting document • MSME registered firms must produce MSME certificates • Budding entrepreneurs/Agencies whose objectives and services align to the requested services of the university must produce a self-declaration on duly notarized non-judicial stamp paper declaring their agencies objectives and services and willingness to provide said services
3	Firms should furnish solvency certificates from their authorized banks.	<ul style="list-style-type: none"> • Authorized Bank Solvency Certificate/Soundness Certificate from the authorized bank of the firm OR • Annual Financial Audited statements by a Chartered Accountant Firm of last three FY • Copies of GST Returns filed or any other professional returns that have been filed should and can also be attached. • Any other Relevant Supporting Documents
4	The firm should not have unsatisfactory track record resulting in adverse action/blacklisting of the firm, taken by Central/State Governments in India	Declaration on duly notarized non-judicial stamp paper
5	Conflict of Interest	Declaration on duly notarized non-judicial stamp paper

4. Evaluation Criteria

- a) Bidders' Technical proposals shall be evaluated in two parts. The Mandatory Criteria as per Section 3 above shall be the criteria that the bidders must meet.
- b) Technical Proposals of Bidders who do not meet the criteria in Section 3, shall not be further evaluated, and the proposal shall be rejected.
- c) Technical Proposal of Bidders, who meet the criteria in Section 3, shall be evaluated further using the scoring scheme for Technical Proposal as described below: -

#	Description	Maximum Points
1	Fulfilling Mandatory Criteria & Eligibility as per Section 3	30
2	Adequacy and quality of the proposed methodology, and work plan in responding to the Scope of Work (Section 2): <ul style="list-style-type: none">• Approach towards scope and work: -20• List of Items/Services to be provided – 50	70
	Total for Selection Criteria	100
	The minimum technical score (St) required to pass is	75

- d) Following the completion of the evaluation of the Technical Proposals, the University will notify all Bidders of the final scores and inform via proper channels of communication the next steps of selection.
- e) Being deemed L1 does not necessarily mean the firm is selected. Subject to the recommendations of the University and the relevant authorities thereof, the university reserves the right to reject the most advantageous proposal and go for the next advantageous proposal or vice versa as per the discretion and decision of the University and any committee under it or relevant authorities thereof and this decision is final.
- f) The University and the relevant authorities thereof, deserves the right to relax any of the selection criteria as mentioned in this tender document for suitable bidders and/or local bidders and this decision is final and rests with the university.

5. Technical Proposals – Standard Form

A. Tech 1: Technical Proposal Form

To: [Name and address of University]

Dear Sir/Madam:

We, the undersigned, offer to provide the for [Insert title of assignment] in accordance with your Tender Document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and all relevant documents thereof, along with a Demand Draft made out to National Law University of Meghalaya payable at Shillong of INR 1000/- sealed in a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the University and the powers concerned.
- b) Our Proposal shall be valid and remain binding upon us until [insert day, month and year in accordance with Section 2.h.
- c) We have no conflict of interest.
- d) We meet the eligibility requirements as stated in Section 3, and we confirm our understanding of our obligation to abide by the government's relevant policy in regard to Fraud and Corruption.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.
- f) We undertake to negotiate a Contract on the basis of the technical proposal proposed by us and we accept that the substitution of personnel or deviation from services proposed and agreed for may lead to the termination of Contract negotiations.
- g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- h) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than an agreed upon date with the university but not greater than 30 days from contract signing.
- i) We understand that the University is not bound to accept any Proposal that the University receives and the university can call for cancellation of the tender at any point of time during the tender period without giving any reasons whatsoever subject to the University's decisions.

Yours Sincerely,

_____ (Signature of the Bidder's Authorised
representative)

Full Name: _____

Title: _____

Name of the Bidder/Firm: _____

Address: _____

Phone/Fax: _____

Email id: _____

B. Tech 2 – Bidder/Service Providers Organisation and Experience

Form TECH-2: *a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. For each assignment, the outline should include the duration of the assignment, the contract amount and the Bidder's role/involvement.*

Bidder/Service Provider's Organisation: *Provide here a brief description of the background and organization of your company, and Include organizational chart (if available), a list of Board of Directors/Owners, and beneficial ownership.*

Bidder/Service Provider's Experience: *List only previous similar assignments successfully completed in the last [5] years. Experiences should be those assignments which are relevant to the defined scope of work and also where the bidder were legally contracted by a client in a format as below:-*

Duration	Assignment Name and Brief Description of Services provided	Name of Client and Country of Assignment	Approx Value in INR

****Budding entrepreneurs/Agencies whose objectives and services align to the requested services of the university must produce a self-declaration on duly notarized non-judicial stamp paper declaring their agencies objectives and services and willingness to provide said services.**

C. Tech 3: Description Of Approach and services to be provided In Responding To The Proposed Scope of Work

Tech 3 *is a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for the assignment.*

Suggested structure for the Technical Proposal:

- a. **Approach towards scope and work:** *{Please explain your understanding of the objectives of the assignment as outlined in the **Scope of Work**; your approach you would adopt for implementing the tasks to deliver assignment. Please do not repeat/copy the Scope of Work in here.*
- b. **List of Items/Services to be provided:** *{Please indicate in a tabular format the list of items/services the bidder is proposing to provide to the university including a detailed proposal outlining your approach to providing these services and items.
Please note no pricing information is to be provided in the Technical Proposal. All financial statements and proposals to be indicated in the finance proposal where and if applicable}*

6. General Terms and Conditions of the Tender

I. Definitions:

- a) “Contract” means a legally binding written agreement signed between the University and the Bidder/Service Provider and includes all the attached documents listed in this tender document and its appendices if any.
- b) “Day” means a calendar day, unless otherwise specified as “Business Day”.
- c) “Government” means the government of the Government of Meghalaya unless specified as Government of India.
- d) “In writing” means communicated in written form with proof of receipt.
- e) “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder/Service Provider.
- f) “Services” means the work to be performed by the Bidder pursuant to the Scope of services detailed in this tender document and the proposed services of the bidder subject to award and signing of the contract.

II. Conflict of Interest

- a) The Bidder/Service Provider is required to provide professional, objective, and impartial services, at all times holding the University’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- b) The Bidder/Service Provider has an obligation to disclose to the University any situation of actual or potential conflict that impacts its capacity to serve the best interest of this University. Failure to disclose such situations may lead to the disqualification of the Bidder/Service Provider or the termination of its Contract.
- c) Without limitation on the generality of the foregoing, the Bidder/Service Provider shall not be hired under the circumstances set forth below:
 - i. **Conflict between consulting activities and procurement of goods, works or non-consulting services:** a firm that has been engaged by the University to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
 - ii. **Relationship with the University’s staff:** a Bidder/Service Provider that has a close business or family relationship with a professional staff of the University, or of any government entity related to the university who are directly or indirectly involved in any part of (i) the preparation for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the University throughout the selection process and the execution of the Contract

III. Unfair Competitive Advantage:

- a) Fairness and transparency in the selection process require that the Bidder/Service Providers or their Affiliates competing for the assignment do

not derive a competitive advantage from having provided similar services related to the assignment in question. To that end, the University shall indicate in an official manner and make available to all Bidder/Service Providers together with this tender document all information that would in that respect give such Bidder/Service Provider any unfair competitive advantage over competing Bidder/Service Providers.

IV. Fraud and Corruption

- a) Relevant Fraud and Corruption rules and regulations of the Government of Meghalaya and Government of India and vice versa

V. General Considerations

- a) In preparing the Proposal, the Bidder/Service Provider is expected to examine the tender document in detail. Material deficiencies in providing the information requested in the tender document may result in rejection of the Proposal.

VI. Cost of Preparation of Proposal

- a) The Bidder/Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the University shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The University is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder/Service Provider

VII. Language

- a) The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder/Service Provider and the University, shall be written in the English language.

VIII. Only One Proposal

- a) The Bidder/Service Provider shall submit only one Proposal in its own name. If a Bidder/Service Provider, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

IX. Proposal Validity

- a) The proposal shall remain valid until the date specified in Section 2.h or any extended date if amended by the University.
- b) During this period, the Bidder/Service Provider shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

X. Extension of Proposal Validity

- a) The University will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the University may request, in writing, all Bidder/Service Providers who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- b) The University will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the University may request, in writing, all Bidder/Service Providers who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- c) The Bidder/Service Provider has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

XI. Clarification and Amendment of Tender Document

- a) The Bidder/Service Provider may request clarification of any part of the tender document during the period before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means,

to the University's address indicated in the Tender Document. The University will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Bidder/Service Providers if required. Should the University deem it necessary to amend the tender document as a result of a clarification, it shall do so following the procedure described below:

- i. At any time before the proposal submission deadline, the University may amend the tender document by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Bidder/Service Providers and will be binding on them. The Bidder/Service Providers shall acknowledge receipt of all amendments in writing.
 - ii. If the amendment is substantial, the University may extend the proposal submission deadline to give the Bidder/Service Providers reasonable time to take an amendment into account in their Proposals.
- b) The Bidder/Service Provider may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

XII. Technical Proposal Format and Content

- a) The technical and proposals of the bidders shall be prepared using the standard format provided in this Tender Document.
- b) The bidder can add more sections/appendices to his/her proposal documents as he/she may deem appropriate and fit as per his expertise, but the main format of the submitted proposal should be followed as provided in this document.

XIII. Recoveries:

- a) Recoveries specified in Section 2:c, Scope of Work shall be subject to revision based on the actual cost of maintenance to the Institute, rate revision affected by authorities concerned.

XIV. Taxes:

- a) The Bidder/Service Provider and its Sub-Bidder/Service Providers and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise.

XV. Upkeep and Running of the Premises

- a) The Bidder has to ensure that the premises are used only for the purpose of running the proposed services and not for other purposes in any manner. The bidder/service provider himself and/or his worker should not use the premises of any other business purpose. The bidder/service provider shall not be authorized for any kind of sub-letting of the premise in any manner.
- b) The workers of the bidder/service provider shall be of good character and of sound health and should be above 18 years.
- c) The bidder/service provider shall not keep/sell items like Cigarettes/drugs etc. and other health hazardous/ banned articles.
- d) The bidder/service provider shall advise its work force etc. to strictly refrain from smoking or using any kind of tobacco products or pan chewing, consumption/sale of alcohol and playing of cards and/or any other unscrupulous activities within or around the premises of the Institute.

XVI. Submission, Sealing, and Marking of Proposals

- a) The Bidder/Service Provider shall submit a signed and complete Proposal comprising the documents and forms.
- b) An authorized representative of the Bidder/Service Provider shall sign the

original submission letters in the required format for the Technical Proposal and shall initial all pages of the same. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

- c) Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- d) The original copy of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL".
- e) The sealed envelopes containing the Technical Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the University and bear the submission address, tender reference number, the name of the assignment, the Bidder/Service provider's name and the address.
- f) If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

XVII. Confidentiality

- a) From the time the Proposals are opened to the time the Contract is awarded, the bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the bidders who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this clause are where the University notifies Consultants of the results of the evaluation of the Technical Proposals.
- b) Any attempt by Bidders or anyone on behalf of the Bidders to influence improperly the University in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the applications rejection.
- c) Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the University on any matter related to the selection process, it shall do so only in writing.

XVIII. Relaxation of Criteria/Decision of the Relevant Authorities

- a) Subject to the recommendations of the University and the relevant authorities thereof, the university reserves the right to reject the most advantageous proposal and go for the next advantageous proposal or vice versa as per the discretion and decision of the University and any committee under it or relevant authorities thereof and this decision is final.
- b) The University and the relevant authorities thereof, deserves the right to relax any of the selection criteria as mentioned in this tender document for suitable bidders and/or local bidders and this decision is final and rests with the university.
- c) The university deserves the right to provide preference to local bidders and vendors and this decision is final and rests with the university.

XIX. Contact Address

- a) O/o The Registrar, National Law University Meghalaya Mayurbhanj Complex, Nongthymmai, Shillong 793014, Meghalaya. #6909372781, email ar.procurement@nlumeg.ac.in , reg@nlumeg.ac.in